

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MARYLAND CASUALTY COMPANY,

Plaintiff,

vs.

AVALON MANAGEMENT, LLC, *et al.*,

Defendants.

**Case No.: 11-CV-5640 YGR**

**ORDER GRANTING STIPULATION AND  
MOTION RE: FILING OF FIRST AMENDED  
COMPLAINT, VACATING DEFAULT AS  
AGAINST DEFENDANT AVALON  
MANAGEMENT, LLC;  
ORDER GRANTING MOTIONS TO DISMISS  
COMPLAINT, COUNTER-CLAIMS, AND  
COMPLAINT-IN-INTERVENTION**

The parties filed their Stipulation re: Filing of First Amended Complaint and Vacation of Default By Defendant Avalon Management, LLC, on June 20, 2013. (Dkt. No. 118, “the First Stipulation.”)<sup>1</sup> The parties appeared for their scheduled pre-trial conference on June 21, 2013. Plaintiff, Defendant-in-Intervention and Counter-Claimant Maryland Casualty Company appeared by counsel Hee Young Lee. Defendants Tiburon Hospitality, LLC, Tiburon Capital LLC, Tiburon Barstow, LLC, and Intervenor and Counter-Defendant Sequoia Insurance Company appeared by Michelle Myers and Alison F. Greene. After that hearing, the parties also submitted a second stipulation requesting dismissal of Maryland Casualty Company’s cross-claims. (Dkt. No. 120, “Second Stipulation.”)

Based upon the First Stipulation, the Second Stipulation, and the parties’ motions and responses on the record at the pre-trial conference, the Court **ORDERS** as follows:

(1) The First Stipulation is **GRANTED**. The default previously entered as against Defendant Avalon Management, LLC is **VACATED**. The request to file a First Amended Complaint is **GRANTED nunc pro tunc** as of June 20, 2013. The filing of the First Amended Complaint on

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<sup>1</sup> The Court mistakenly indicated on the record that no proposed order was submitted on the stipulation. A proposed order was entered in ECF but was not submitted to chambers’ email as required by Civil Local Rule 5-1(g).

June 20, 2013, is **APPROVED**. All answers to the original Complaint for Rescission and Declaratory Relief are deemed to be answers to the First Amended Complaint.

(2) The motion on the record by Plaintiff Maryland Casualty Company to dismiss its complaint against all parties thereto, without prejudice, was unopposed by any party. This motion is **GRANTED**.

(3) The motion on the record by Complainant-In-Intervention Sequoia Insurance Company to dismiss its complaint-in-intervention against all parties thereto, with prejudice, was unopposed by any party. This motion is **GRANTED**.

(4) The Second Stipulation is **GRANTED**.

The First Amended Complaint of Maryland Casualty Company is **DISMISSED WITHOUT PREJUDICE** in its entirety.


The cross-claims made by Plaintiff and Counter-Defendant Maryland Casualty Company in response to Sequoia Insurance Company's Complaint-in-Intervention are **DISMISSED WITH PREJUDICE**.

The Complaint-In-Intervention of Sequoia Insurance Company is **DISMISSED WITH PREJUDICE** in its entirety.

This Order terminates Docket No. 120.

**IT IS SO ORDERED.**

**Date: June 21, 2013**

  
YVONNE GONZALEZ ROGERS  
UNITED STATES DISTRICT COURT JUDGE